

STATE OF WASHINGTON – P/C FORM FILING CHECKLIST		YES	NO
1	Transmittals: ■ Have you completed the NAIC transmittal forms, PC TD-1 and PC FFS-1? ■ Are the transmittals on top of your filing? If the answer is “NO” to either of these questions, your filing will be disapproved and returned to you without further review.		
2	Does the filing letter explain the purpose of this filing? If not, is there an explanatory memorandum?		
3	Have you reviewed previous correspondence to your company from us and included the information that we have asked for in the past?		
4	Is the filing consistent with the definitions in: ■ RCW 48.11.040, Property ■ RCW 48.11.050, Marine & Transportation and WAC 284-20-040 ■ RCW 48.11.060, Vehicle ■ RCW 48.11.070, General Casualty ■ RCW 48.11.080, Surety ■ RCW 48.11.100, Title		
5	RCW 48.18.110(1)(a): Does the form violate any provision of Title 48 RCW or 284 WAC?		
6	RCW 48.18.110(1)(b): Does the form comply with its controlling filing?		
7	RCW 48.18.110(1)(c): Does the form contain any provisions that are inconsistent, ambiguous or misleading?		
8	RCW 48.18.110(1)(d): Does the form have a title, heading or other indication of its provisions that is misleading?		
9	WAC 284-58-250(3): Is the form numbered and does it show the edition date or revision number?		
10	RCW 48.05.190(1); Bulletin 78-7: Does the policy identify the legal name of the company?		
11	RCW 48.18.120(1); WAC 284-20-010: If the form is a basic contract of fire insurance, does it provide coverages as broad as the Standard Fire Insurance Policy? Does it have an inception and expiration time of 12:01 A.M.?		
12	RCW 48.18.550(3); Technical Assistance Advisory T98-3: If the form is a basic contract of fire insurance, does it provide coverage for domestic abuse victims?		
13	RCW 48.18.125 and Chapter 284-21 WAC: Are the Loss Payable and/or Mortgage clauses consistent with Chapter 284-21 WAC?		
14	Do the policy contents comply with RCW 48.18.140?		
15	RCW 48.18.190: Does the policy contain the entire contract?		
16	Do the policy conditions, stipulations or agreements meet the requirements of RCW 48.18.200?		

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17	RCW 48.18.210: Is the policy executed in the name of the insurer by an authorized officer, employee or representative?		
18	RCW 48.18.260(2): Third Party Physical Damage Coverage. <ul style="list-style-type: none"> ■ Does the policy provide physical damage coverage for the benefit of a vendee, mortgagor, or pledgor? ■ If “YES”, and it does not provide liability coverage, is it conspicuously marked to show that liability coverage is not provided? 		
19	RCW 48.22.030: Underinsured Motorist Coverage (UIM). <ul style="list-style-type: none"> ■ If automobile legal liability is covered, do you offer UIM? ■ Does the UIM coverage comply with RCW 48.22.005, .030 and .040? 		
20	RCW 48.22.060: If you insure a private passenger automobile or motor home, do you provide debt and financing coverage?		
21	RCW 48.22.085: Personal Injury Protection (PIP). <ul style="list-style-type: none"> ■ If automobile liability is covered, do you offer PIP? ■ Does the PIP coverage comply with RCW 48.22.005, .085, .090, .095 and .100? 		
22	If the policy does not insure the use of a private passenger auto, do the cancellation and renewal conditions comply with RCW 48.18.290 and RCW 48.18.2901?		
23	If the policy insures the use of a private passenger auto, have the requirements of RCW 48.18.291 through .297 been met?		
24	If applicable, do the cancellation conditions comply with RCW 48.18.300?		
25	RCW 48.18.480; RCW 48.30.300; WAC 284-30-572: Are any of the provisions of the form unfairly discriminatory?		
26	If applicable, does the form comply with laws described by these departmental Bulletins? <ul style="list-style-type: none"> ■ 78-2; Minimum Guidelines For Readable Auto Insurance Policies ■ 80-3; Underinsured Motorists Form – Prohibited Exclusion ■ 80-4; Volcano Coverage ■ 82-7; Waiver of Small Premium Adjustments – Property and Casualty Insurance ■ 82-9; Motorcycle Policies – Liability Coverage With Respect To Passengers To Be Included 		
27	If applicable, does the form comply with these departmental regulations? <ul style="list-style-type: none"> ■ WAC 284-30-500(1)(a); Liability Limits ■ WAC 284-30-500(1)(b); Family Exclusions ■ WAC 284-30-500(1)(c); Liability Coverage – Motorcycles ■ WAC 284-30-500(2)(b); Vehicle Insurance, First Party Benefits ■ WAC 284-30-570; Reason For Cancellation/Nonrenewal ■ WAC 284-30-590; Cancellations, Renewals and Changes ■ WAC 284-30-620; Death Benefits 		

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28	<p>RCW 48.01.030: Does the form violate public policy? A sample of relevant court decisions:</p> <ul style="list-style-type: none"> ■ Automobile "Family or Household" Exclusions. <u>Mutual of Enumclaw v. Wiscomb</u>, 97 Wn.2d 203. ■ Concurrent Causation. <u>Graham v. PEMCO</u>, 98 Wn.2d 533; <u>Villella v. PEMCO</u>, 106 Wn.2d 806; <u>SAFECO v. Hirschmann</u>, 112 Wn.2d 621; <u>McDonald v. State Farm</u>, 119 Wn.2d 724. (Also, see Bulletin 93-1, Windstorm Damage Settlements and Related Concerns) ■ Duty to Defend. <u>Farmers Ins. v. Romas</u>, 88 Wn.App 801 and <u>Viking Ins. Co. v. Hill</u>, 57 Wn.App 341. ■ Subrogation. <u>Thiringer v. American Motors Insurance Company</u>, 91 Wn.2d 215. (Also, see Bulletin 79-4; Subrogation Clauses, What Is Acceptable) ■ Underinsured Motorists (UIM) Coverage, Consent to Settle Clauses. <u>Elovich v. Nationwide Insurance Company</u>, 104 Wn.2d 543, 707 P.2d 1319 and <u>Hamilton v Farmers Insurance</u>, 107 Wn.2d 721, 733 P.2d 213. ■ UIM Arbitration. <u>Kenworthy v. Pennsylvania General</u>, 113 Wn.2d 309. ■ UIM Covered Passengers, Excluded Driver. <u>First National Insurance Company of America v. Peralá</u>, 32 Wn.App 527, 648 P.2d 472. ■ UIM "Exhaustion Clauses." <u>Elovich v. Nationwide Insurance Company</u>, 104 Wn.2d 543, 707 P.2d 1319. ■ UIM Coverage For Family Members. <u>Tissell v. Liberty Mutual</u>, 115 Wn.2d 107 ■ UIM Offsets. <u>Britton v. Safeco</u>, 104 Wn.2d 518 and <u>Allstate v. Welch</u>, 45 Wn.App 740. ■ UIM Self Insurer Exclusion. <u>Kyrkos v. State Farm Mutual Automobile Insurance Company</u>, 852 P.2d 1078. 		